

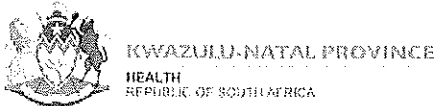
## KZN Health Intranet

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AdvertQuote



## Quotation Advert

Opening Date: 2022-09-27

Closing Date: 2022-10-05

Closing Time: 11:00

## INSTITUTION DETAILS

Institution Name: Benedictine hospital

Province: KwaZulu-Natal

Department or Entity: Department of Health

Division or section: Central Supply Chain Management

Place where goods / services is required: System Management

Date Submitted: 2022-09-27

## ITEM CATEGORY AND DETAILS

Quotation Number: ZNQ:  
Ben167/2022-2023

Item Category: Services

Item Description: (03 Months contract )cleaning of gardens and grounds  
(20 people needed)

Quantity (if supplies) N/A

## COMPULSORY BRIEFING SESSION / SITE VISIT

Select Type: Both

Date: 2022-09-30

Time: 10H00

Venue: Sisters Lounge at Benedictine Hospital

QUOTES CAN BE COLLECTED FROM: Download from website

QUOTES SHOULD BE DELIVERED TO: Deposite to tender box next to PRO office or email to  
gabazile.nxumalo@kznhealth.gov.za

## ENQUIRIES REGARDING THE ADVERT MAY BE DIRECTED TO:

Name: Mrs J.P Mjaja

Email: Stores.BenedictineHospital@kznhealth.gov.za

Contact Number: 0358317062

Finance Manager Name:

Mrs P.N Gumede



Finance Manager Signature:

No late quotes will be considered







## GENERAL CONDITIONS OF CONTRACT

## 1. AMENDMENT OF CONTRACT

- 1.1. Any amendment to or renunciation of the provisions of the contract shall at all times be done in writing and shall be signed by both parties.

## 2. CHANGE OF ADDRESS

- 2.1. Bidders must advise the Department of Health (institution where the offer was submitted) should their address (*domicilium citandi et executandi*) details change from the time of bidding to the expiry of the contract.

## 3. GENERAL CONDITIONS ATTACHED TO THIS QUOTATION

- 3.1. The Department is under no obligation to accept the lowest or any quote.
- 3.2. The Department reserves the right to communicate in writing with vendors in cases where information is incomplete or where there are obscurities regarding technical aspects of the offer, to obtain confirmation of prices or preference claims in cases where it is evident that a typing, written, transfer or unit error has been made, to investigate the vendor's standing and ability to complete the supply/service satisfactorily.
- 3.3. **ALL DECISIONS TAKEN BY THE DEPARTMENT ARE FINAL, INCLUDING THE AWARD OR CANCELLATION OF THIS QUOTATION.**
- 3.4. The price quoted must include VAT (if VAT vendor).
- 3.5. Should a bidder become a VAT vendor after award or during the implementation of a contract, they may not request the VAT percentage from the Department as the service provider made an offer during the period they were not registered as a VAT vendor. The Department is only liable for any VAT from registered VAT vendors as originally stated on the quotation document.
- 3.6. The bidder must ensure the correctness & validity of the quotation:  
 (i) *that the price(s), rate(s) & preference quoted cover all for the work/item (s) & accept that any mistakes regarding the price (s) & calculations will be at the bidder's risk*  
 (ii) *it is the responsibility of the bidder to confirm receipt of their quotation and to keep proof thereof.*
- 3.7. The bidder must accept full responsibility for the proper execution & fulfilment of all obligations conditions devolving on under this agreement, as the Principal (s) liable for the due fulfilment of this contract.
- 3.8. This quotation will be evaluated based on the 80/20 points system, specification, correctness of information and/or functionality criteria. All required documentation must be completed in full and submitted.
- 3.9. Offers must comply strictly with the specification.
- 3.10. Only offers that meet or are greater than the specification will be considered.
- 3.11. Late offers will not be considered.
- 3.12. Expired product/s will not be accepted. All products supplied must be valid for a minimum period of six months.
- 3.13. Used/ second-hand products will not be accepted.
- 3.14. A bidder not registered on the Central Suppliers Database or whose verification has failed will not be considered.
- 3.15. All delivery costs must be included in the quoted price for delivery at the prescribed destination.
- 3.16. Only firm prices will be accepted. Such prices must remain firm for the contract period. Non-firm prices (including rates of exchange variations) will not be considered.
- 3.17. In cases where different delivery points influence the pricing, a separate pricing schedule must be submitted for each delivery point.
- 3.18. In the event of a bidder having multiple quotes, only the cheapest according to specification will be considered.
- 3.19. Verification will be conducted to identify if bidders have multiple companies and are cover-quoting for this bid.
- 3.20. In such instances, the Department reserves the right to immediately disqualify such bidders as cover-quoting is an offence that represents both corruption and acquisition fraud.

## 4. SPECIAL INSTRUCTIONS AND NOTICES TO BIDDERS REGARDING THE COMPLETION OF THIS QUOTATION.

- 4.1. Unless inconsistent with or expressly indicated otherwise by the context, the singular shall include the plural and vice versa and with words importing the masculine gender shall include the feminine and the neuter.
- 4.2. Under no circumstances whatsoever may the quotation/bid forms be retyped or redrafted. Photocopies of the original bid documentation may be used, but an original signature must appear on such photocopies.
- 4.3. The bidder is advised to check the number of pages and to satisfy himself that none are missing or duplicated.
- 4.4. Quotations submitted must be complete in all respects. However, where it is identified that information in a bidder's response, which does not affect the preference points or price, is incomplete in any respect, the said supplier meets all specification requirements and scores the highest points in terms of preference points and price, the Department reserves the right to request the bidder to complete/submit such information.
- 4.5. Any alteration made by the bidder must be initialled; failure to do so may render the response invalid.
- 4.6. Use of correcting fluid is prohibited and may render the response invalid.
- 4.7. Quotations will be opened in public as soon as practicable after the closing time of quotation.
- 4.8. Where practical, prices are made public at the time of opening quotations.
- 4.9. If it is desired to make more than one offer against any individual item, such offers should be given on a photocopy of the page in question. Clear indication thereof must be stated on the schedules attached.

4.10. The Department is under no obligation to pay suppliers in part for work done if the supplier can no longer for fulfil their obligation.

**5. SPECIAL INSTRUCTIONS REGARDING HAND DELIVERED QUOTATIONS**

- 5.1. Quotation shall be lodged at the address indicated not later than the closing time specified for their receipt, and in accordance with the directives in the quotation documents.
- 5.2. Each quotation shall be addressed in accordance with the directives in the quotation documents and shall be lodged in a separate sealed envelope, with the name and address of the bidder, the quotation number and closing date indicated on the envelope. The envelope shall not contain documents relating to any quotation other than that shown on the envelope. If this provision is not complied with, such quotations/bids may be rejected as being invalid.
- 5.3. All quotations received in sealed envelopes with the relevant quotation numbers on the envelopes are kept unopened in safe custody until the closing time of the quotation/bids. Where, however, a quotation is received open, it shall be sealed. If it is received without a quotation/bid number on the envelope, it shall be opened, the quotation number ascertained, the envelope sealed and the quotation number written on the envelope.
- 5.4. A specific box is provided for the receipt of quotations, and no quotation found in any other box or elsewhere subsequent to the closing date and time of quotation will be considered.
- 5.5. No quotation/bid sent through the post will be considered if it is received after the closing date and time stipulated in the quotation documentation, and proof of posting will not be accepted as proof of delivery.
- 5.6. Quotation documents must not be included in packages containing samples. Such quotations may be rejected as being invalid.

**6. SAMPLES**

- 6.1. In the case of the quote document stipulating that samples are required, the supplier will be informed in due course when samples should be provided to the institution. (This decreases the time of safety and storage risk that may be incurred by the respective institution). The bidders sample will be retained if such bidder wins the contract.
  - (i) If a company/s who has not won the quote requires their samples, they must advise the institution in writing of such.
  - (ii) If samples are not collected within three months of close of quote the institution reserves the right to dispose of them at their discretion.
- 6.2. **Samples must be made available when requested in writing or if stipulated on the document.**
  - (i) If a Bidder fails to provide a sample of their product on offer for scrutiny against the set specification when requested, their offer will be rejected. All testing will be for the account of the bidder.

**7. COMPULSORY SITE INSPECTION / BRIEFING SESSION**

- 7.1. Bidders who fail to attend the compulsory meeting will be disqualified from the evaluation process.
  - (i) The institution has determined that a compulsory site meeting  will  take place
  - (ii) Date 30 / 09 / 2022 Time 10 : 00 Place Sisters Lounge at Benedictine Hospital

Institution Stamp:	Institution Site Inspection / briefing session Official Full Name: ..... Signature: ..... Date: .....
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**8. STATEMENT OF SUPPLIES AND SERVICES**

8.1. The contractor shall, when requested to do so, furnish particulars of supplies delivered or services executed. If he/she fails to do so, the Department may, without prejudice to any other rights which it may have, institute inquiries at the expense of the contractor to obtain the required particulars.

**9. SUBMISSION AND COMPLETION OF SBD 6.1**

9.1. Should a bidder wish to qualify for preference points they must complete a SBD 6.1 document. Failure by a bidder to provide all relevant information required, will result in such a bidder not being considered for preference point's allocation. The preferences applicable on the closing date will be utilized. Any changes after the closing date will not be considered for that particular quote.

**10. TAX COMPLIANCE REQUIREMENTS**

- 10.1. In the event that the tax compliance status has failed on CSD, **it is the suppliers' responsibility to provide a SARS pin in order for the institution to validate the tax compliance status of the supplier.**
- 10.2. In the event that the institution cannot validate the suppliers' tax clearance on SARS as well as the Central Suppliers Database, **the quote will not be considered and passed over as non-compliant according to National Treasury Instruction Note 4 (a) 2016/17.**

## 11. TAX INVOICE

11.1. A tax invoice shall be in the currency of the Republic of South Africa and shall contain the following particulars:

- (i) the name, address and registration number of the supplier;
- (ii) the name and address of the recipient;
- (iii) an individual serialized number and the date upon which the tax invoice is issued;
- (iv) a description and quantity or volume of the goods or services supplied;
- (v) the official department order number issued to the supplier;
- (vi) the value of the supply, the amount of tax charged;
- (vii) the words tax invoice in a prominent place.

## 12. PATENT RIGHTS

The supplier shall indemnify the **KZN Department of Health** (hereafter known as the purchaser) against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.

## 13. PENALTIES

- 13.1. If at any time during the contract period, the service provider is unable to perform in a timely manner, the service provider must notify the institution in writing/email of the cause of and the duration of the delay. Upon receipt of the notification, the institution should evaluate the circumstances and, if deemed necessary, the institution may extend the service provider's time for performance.
- 13.2. In the event of delayed performance that extends beyond the delivery period, the institution is entitled to purchase commodities of a similar quantity and quality as a substitution for the outstanding commodities, without terminating the contract, as well as return commodities delivered at a later stage at the service provider's expense.
- 13.3. Alternatively, the institution may elect to terminate the contract and procure the necessary commodities in order to complete the contract. In the event that the contract is terminated the institution may claim damages from the service provider in the form of a penalty. The service provider's performance should be captured on the service provider database in order to determine whether or not the service provider should be awarded any contracts in the future.
- 13.4. If the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance.

## 14. TERMINATION FOR DEFAULT

- 14.1. The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
  - (i) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract,
  - (ii) if the supplier fails to perform any other obligation(s) under the contract; or
  - (iii) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 14.2. In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services.
- 14.3. Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.

## 15. THE DEPARTMENT RESERVES THE RIGHT TO PASS OVER ANY QUOTATION WHICH FAILS TO COMPLY WITH THE ABOVE.



**PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017**

This preference form must form part of all quotes invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution

**NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.**

**1. GENERAL CONDITIONS**

1.1 The following preference point systems are applicable to all quotes:

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and

1.2 The value of this quote is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable.

1.3 Points for this quote shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contributor.

1.4 The maximum points for this quote is allocated as follows:

	<b>POINTS</b>
<b>PRICE</b>	80
<b>B-BBEE STATUS LEVEL OF CONTRIBUTOR</b>	20
<b>Total points for Price and B-BBEE must not exceed</b>	<b>100</b>

1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the quote, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

1.6 The purchaser reserves the right to require of a bidder, either before a quote is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

**2. DEFINITIONS**

- (a) **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **"B-BBEE status level of contributor"** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **"bid"** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **"Broad-Based Black Economic Empowerment Act"** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **"EME"** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **"functionality"** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **"prices"** includes all applicable taxes less all unconditional discounts;
- (h) **"proof of B-BBEE status level of contributor"** means:
  - 1) B-BBEE Status level certificate issued by an authorized body or person;
  - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
  - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) **"QSE"** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) **"rand value"** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. POINTS AWARDED FOR PRICE

3.1 THE 80/20 PREFERENCE POINT SYSTEMS

A maximum of 80 points is allocated for price on the following basis:

$$Ps = 80 \left( 1 - \frac{Pt - P \text{ min}}{P \text{ min}} \right) \text{ Where}$$

- Ps = Points scored for price of bid under consideration
- Pt = Price of bid under consideration
- Pmin = price of lowest acceptable bid

4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

4.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (80/20 system)
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

5. BID DECLARATION

5.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

6. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

6.1 B-BBEE Status Level of Contributor: = .....(maximum of 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

7. SUB-CONTRACTING  
applicable box)

(Tick

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

7.1 Will any portion of the contract be sub-contracted?

7.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted.....%
- ii) The name of the sub-contractor.....
- iii) The B-BBEE status level of the sub-contractor.....

8. Whether the sub-contractor is an EME or QSE

(Tick applicable box)

iv) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations,2017:

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

Designated Group: An EME or QSE which is at least 51% owned by:	EME √	QSE √
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

9. DECLARATION WITH REGARD TO COMPANY/FIRM

9.1 Name of company/firm:.....

9.2 VAT registration number:.....

9.3 Company registration number:.....

9.4 TYPE OF COMPANY/ FIRM [TICK APPLICABLE BOX]

- Partnership/Joint Venture / Consortium
- One person business/sole propriety
- Close corporation
- Company
- (Pty) Limited

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....  
.....

9.6 COMPANY CLASSIFICATION [TICK APPLICABLE BOX]

- Manufacturer
- Supplier
- Professional service provider
- Other service providers, e.g. transporter, etc.

9.7 Total number of years the company/firm has been in business:.....

9.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
  - (a) disqualify the person from the bidding process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
  - (e) forward the matter for criminal prosecution.

WITNESSES

1. ....

2. ....

.....  
SIGNATURE(S) OF BIDDERS(S)

DATE: .....

ADDRESS.....  
.....  
.....



**COMPLAINTS PROCESS FOR QUOTATIONS R2 000.00 TO R500 000.00 INCLUDING V.A.T**

**1. Supplier Submits Written Complaint / Objection**

- Bidders aggrieved by decisions or actions taken by the Department or Institution during the SCM procurement process, must lodge a written complaint **immediately**.
- Complaints lodged two (2) or more days after the award will not be entertained.
- Complaints must be directed to the Responsibility Manager of the institution (Hospital or CHC) and District Finance Manager for District Offices.
- **It must be noted that this is not an appeals process and as such will not halt the procurement process.**

**2. Institution Prepares Written Response to Complaint**

- The Responsibility Manager, or his appointee, must prepare a response letter to the complainant.
- The complaint must be resolved within **60 days**.
- Should the complainant not be satisfied with the response, the matter will be referred to the District Finance Manager (applicable to all Hospitals and CHC) or District Manager (Applicable to all District Offices) for a final verdict.
- Should the complainant still not be satisfied with the response received, they may then seek legal recourse at their own expense.

**Complaints or objections should be directed to:**

**Responsibility Manager:**

Mrs P.N Gumede

**Email Address:**

phiwayinkosi.gumede@kznhealth.gov.za



## **BENEDICTINE HOSPITAL**

### **SPECIFICATION FOR MAINTENANCE AND CLEANING OF GARDENS AND GROUNDS**

**HOURS OF ATTENDANCE MUST BE MONDAY TO FRIDAY EXCLUSIVE OF PUBLIC HOLIDAYS**

**CONTRACT DURATION: 3 MONTHS**

**NUMBER OF CLEANERS REQUIRED: 20**

Monday to Friday (Day shift) :07h00 to 16h00 (Subject to be review with management of each institution)

**NB:** It is the duty of the Service Provider to ensure that the number of workers as stipulated on the specification or terms of reference is always present at all times, where staff is not on duty, the Service Provider must make provision for relievers.

*Lunch/ meals/ teas breaks will be negotiated with the Institutional Management. Hours of attendance stipulated above may change as a result thereof.*

#### **1. SCOPE OF WORK**

Areas of responsibility are as follows:

- 1.1 Garden maintenance of all garden areas within defined property area
- 1.2 Mowing of all grassed areas including nature strips at the property
- 1.3 Rubbish and debris to be removed from all areas within property
- 1.4 Sweeping/blowing of all pathways, ground gutters & driveways of all refuse following completion of cutting areas within property
- 1.5 Trimming and pruning of trees including trees/shrubs within the branch and those overhanging any pedestrian path or walkway according to Council regulations.
- 1.6 Removal and replacement of fallen/dead trees/shrubs/plants within property (as requested and quoted)
- 1.7 Weeds are to be removed from all areas within the property and weed control to be maintained
- 1.8 Contractor to submit Job Safety Analyses sheets and Material Safety Data Sheets for all works.
- 1.9 All garden refuse to be removed from site on a weekly basis in line with the accepted waste management  
Practises or municipal bylaws.

#### **Weed Definition**

Any plant that is unwanted, non-native, or classed as a noxious weed is to be removed and disposed of.

#### **2. SPECIFICATIONS**

##### **Grassed area Maintenance**

- 2.1 Prior to mowing all grassed areas are to be cleared of paper, rubbish, large stones, tree branches and other obstacles.

- 2.2 All grassed areas including nature strips adjoining the property are to receive the attention required on each scheduled visit.
- 2.3 Grass & weeds are to cut to a height considered normal for grassed areas or as directed (approx 50 – 70mm). Height of grass and weeds are not to exceed 150mm.
- 2.4 Lawn edges to buildings, paths, fences or other structures and garden beds are to be trimmed and to the level with the adjacent mowed area.
- 2.5 Edges shall be trimmed to reveal the edge of the path, kerb and fence lines.
- 2.6 Grass around trees and shrubs in lawn area to be trimmed to the butt of the tree or shrub.
- 2.7 At these locations (with approval) spraying of herbicides may be used to control the grass, particular care to be taken not to ring bark and tree or bush.
- 2.8 Pathways, ground gutters and gutters are to be swept/blown clean after the completion of mowing.
- 2.9 All grassed areas to be mowed in accordance with relevant Job Safety Analysis where required.
- 2.10 Any recommendations for improvements to property lawn/grassed areas are to be discussed with relevant site manager.

#### **Garden Bed Maintenance (Gardening and Weeding)**

- 2.11 Garden beds are to be kept in a well presented, neat fashion
- 2.12 Weeds and suckers are to be removed from all garden beds, ground gutters, car parks and other areas within property area.
- 2.13 All shrubs/bushes/plants are to be pruned and shaped where required with relevant Job Safety Analysis.
- 2.14 All rubbish within garden beds is to be removed and taken off site

#### **Tree Work (Other than that in the regular garden maintenance)**

- 2.15 Tree branches are to be trimmed to provide a vertical clearance from the drive way and car parking surfaces of 4 metres (unless otherwise specified for special requirements)
- 2.16 Trees and shrubs are to be pruned to a height of 4 metres to avoid interference to pedestrians, cars, cyclists and vehicles
- 2.17 Corridor clearance at entry/exit to site / property to be maintained for the safety of pedestrians / vehicle traffic.
- 2.18 Fallen trees, shrubs and dead foliage are to be cut out and removed as requested by the institution. Upon removal of shrubs, replacement works are to be put in place with the agreement of institution
- 2.19 All mature & juvenile trees are to be pruned in accordance with relevant Job Safety Analysis' (As per your JSA's regarding safe use of chainsaws, chippers, etc.) and environmental standards.
- 2.20 Trained personnel to carry out advanced tree works at the request of Institution.

#### **Car park / Pathway Maintenance**

- 2.22 All rubbish is to be removed and taken off site.
- 2.23 Leaves and rubbish that have accumulated against buildings, walls, pathways, and drains shall be picked up and removed.
- 2.24 Weed control is to be established through the use of herbicides in all car park/pathway areas (as per the Job Safety Analysis)
- 2.25 Poison application will adhere to all departments of primary industry standards
- 2.26 Ivy control in problem areas (fences etc) is to be dealt with accordingly.
- 2.27 At completion of works, all areas are to be cleaned of garden refuse to ensure areas are free of leaf litter, grass, dirt, etc.
- 2.28 Monthly inspections of drains/pits/gutters/etc. are to be performed with each maintenance visit and reported on when work is required, as excess build-up of leaves and twigs can impede water flow.
- 2.29 When necessary, areas are to be serviced and cleaned as agreed upon by Institution.

## **Mulching**

- 2.30 The Contractor is to maintain all mulched areas within the property, using general bush mulch.
- 2.31 Mulch is to be kept to a level of 50 – 75mm – with regular turning to keep mulch aerated (every 2nd visit).
- 2.32 Mulch top-ups to be applied every 6 months to establish appropriate levels.

## **Site Clean-up**

- 2.33 During the course of the works the Contractor shall keep the site in a clean and safe condition.
- 2.34 The contractor is directly responsible to ensure the work site/area is kept neat at all times and must be totally cleaned up on completion of the works by the contractor.
- 2.35 The contractor will be recalled to carry out a clean-up at the contractors' cost and time if found otherwise.

## **Perimeter fence**

- 2.36 The interior area around perimeter must be cleared of alien vegetation; weeds and vines growing on mesh fencing must be poisoned and removed.
- 2.37. 1 metre inside and outside area around perimeter fence must be kept clear as stipulated by the institution.

## **Site Improvements and Periodical Replanting Works**

The Contractor will provide from time to time recommendations on improving the site's garden beds, lawn/grass areas and what else will improve the property appearance.

## **SAFETY**

### **OH&S Requirements**

- 2.38 Personnel to wear appropriate personal protective equipment (PPE) as each job requires –e.g. gloves, safety boots, earmuffs, safety clothing.
- 2.39 All safety procedures as outlined in JSAs are to be adhered to for the protection of not only the worker, but for any relevant personnel & the public also.
- 2.40 All staff to undergo medical surveillance twice per annum.
- 2.41 Letters of good standing with Department of Labour in terms of Occupational Health and safety must be submitted.

**2.41 MACHINERY AND MANNING REQUIREMENTS**

The company must itemise the machinery/other equipment that their company will utilise at the Institution to successfully execute the contract and service record of such machinery must be supplied by the service provider to the institution/ facility.

<b>MACHINERY/EQUIPMENT</b>	<b>QUANTITY</b>
<u>Brush cutters</u>	<u>04</u>
<u>Lawn mowers</u>	<u>01</u>
<u>Leaf Plastic rakes</u>	<u>07</u>
<u>Stainless Steel Rakes</u>	<u>05</u>
<u>Clear Garbage Bags 90 Liters</u>	<u>05</u>
<u>Knife Lashers</u>	<u>10 Packs</u>
<u>Transport for Dumping</u>	<u>01</u>
<u>Pruning Shears</u>	<u>02</u>

**2.42. LIST OF ALL ACCESSORIES**

<b>ACCESSORIES</b>	<b>QUANTITY</b>
<u> </u>	<u> </u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>
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<u> </u>	<u> </u>
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## 2.43. OVERHEADS

### List of overheads

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## SECTION B: GENERAL CONDITIONS OF CONTRACT

### 1. Definitions

The following terms shall be interpreted as indicated:

- 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
- 1.2 "Contract" means the written agreement entered into between the Centre and the Contractor, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.3 "Contract price" means the price payable to the Contractor under the contract for the full and proper performance of his contractual obligations.
- 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
- 1.7 "Day" means calendar day.
- 1.8 "Delivery" means delivery in compliance with the conditions of the contract or order.
- 1.9 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.10 "GCC" means the General Conditions of Contract.
- 1.11 "Order" means an official written order issued for the rendering of a service.
- 1.12 "Project site" where applicable, means the place indicated in bidding documents
- 1.13 "Centre" means the Institution purchasing the service.
- 1.14 "Republic" means the Republic of South Africa.
- 1.15 "SCC" means the Special Conditions of Contract.
- 1.16 "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

### 2. Application

- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, Special Conditions of Contract are also laid down to cover specific Contractors, services or works.
- 2.3 Where such Special Conditions of Contract are in conflict with these general conditions, the special conditions shall apply.

3. **General**

- 3.1 Unless otherwise indicated in the bidding documents, the Centre shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from [www.treasury.gov.za](http://www.treasury.gov.za).

4. **Standards**

- 4.1 The goods/works and/or service supplied shall conform to the standards mentioned in the bidding documents and specifications.

5. **Use of Contract Document and Information; Inspection**

- 5.1 The Contractor shall not, without the Centre's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Centre in connection therewith, to any person other than a person employed by the Contractor in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.
- 5.2 The Contractor shall not, without the Centre's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the Centre and shall be returned (all copies) to the Centre on completion of the Contractor's performance under the contract if so required by the Centre.
- 5.4 The Contractor shall permit the Centre to inspect the Contractor's records relating to the performance of the Contractor and to have them audited by auditors appointed by the Centre, if so required by the Centre.

6. **Inspection, Tests and Analysis**

- 6.1 Site inspections are compulsory, all bidders need to present for site inspection at the specified facility
- 6.1 During the site visit bidders must bring with the documents printed in full as advertised by the department

7. **Prices**

- 7.1 Prices charged by the Contractor for services rendered under the contract shall not vary from prices quoted by the Contractor in this bid

8. **Contract Amendments**

- 8.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.

9. **Assignment**

- 9.1 The contractor shall not assign, in whole or in part, its obligations to perform under the contract, except with the centre's prior written consent.

10. **Subcontractors**

- 10.1 subcontracting are not permitted for this bid

**SECTION C: SPECIAL TERMS AND CONDITIONS**

The bid is issued in accordance with the provisions of the Public Finance Management Act (PFMA), Chapter 16 A of the Treasury Regulations and shall be subject to the provisions of the General Conditions of Contract. The special terms and conditions are supplementary to that of the General Conditions of Contract. Where, however, the special terms and conditions are in conflict with the General Conditions of Contract, the Special Terms and Conditions prevail.

- (a) Bidder/s must ensure that they are fully aware of all the conditions contained in this bid document.
- (b) Only bidders that fully meet the specifications and all conditions will be considered.

## **1. CONDITIONS OF BID**

The bid is issued in accordance with the following conditions:

### **1.1 ACCEPTANCE OF A BID**

- 1.1.1 The Department of Health Bid Adjudication Committee is under no obligation to accept any bid.

### **1.2 B-BBEE STATUS LEVEL**

- 1.2.1 A status level verification certificate or sworn affidavit (for Exempt Micro Enterprises (EMEs) and Qualifying Small Enterprises (QSEs) must be submitted in order to qualify for preference points.

### **1.3 COMPLIANCE WITH SPECIFICATION**

- 1.3.1 Offers must comply strictly with the specification.
- 1.3.2 Offers exceeding specification requirements will be deemed to not comply with the specification.
- 1.3.3 The quality of service rendered must not be less than what is specified.
- 1.3.4 It is the duty of the Service Provider to ensure that the number of cleaners as per the specification is present at all times, therefore the Service Provider must make provision for absent staff whilst ensuring compliance with the specification.

### **1.4 LATE BIDS**

- 1.4.1 Bids are late if they are received at the address indicated in the bid documents after the closing date and time.
- 1.4.2 A late bid shall not be considered and, where practical, shall be returned unopened to the Bidder, accompanied by an explanation.

### **1.5 REGISTRATION ON THE CENTRAL SUPPLIER DATABASE (CSD)**

- 1.5.1 A bidder submitting an offer must be registered on the Central Supplier Database. A bidder who has submitted an offer and is not registered on the Central Supplier Database will not be considered.
- 1.5.2 Each party to a joint venture/ consortium must be registered on the Central Suppliers Database at the time of submitting the bid.

**NB.: IF A BIDDER IS FOUND TO BE EMPLOYED BY THE STATE AND IS ON THE CENTRAL SUPPLIER DATABASE, THE BIDDER WILL BE DISQUALIFIED.**

### **1.6 TAX COMPLIANCE REQUIREMENTS**

- 1.6.1 Bidders must ensure compliance with their tax obligations.
- 1.6.2 No award may be made to any bidder who is not tax compliant either on the Central Supplier Database or SARS eFiling system at the time of finalisation of the award of the bid.

### **1.7 . PREQUALIFICATION CRITERIA**

- 1.7.1 The Department of Health has identified the application of the following prequalification criteria: a service Provider who has a BBEE status level of contribution 1 and a EME (exempted micro enterprise) or QSE

### **1.8. COMPULSORY PRE -CONTRACT REQUIREMENTS**

- 1.8.1 Service providers will be required to produce evidence (valid copies) of the following registration:
  - i. Certificate of registration with Bargaining Council
  - ii. Letter of Good standing with Department of Labour.

**NOTE:** Failure to produce any of these within one month of award confirmation will render the Award null and void.

## **2. SPECIAL CONDITIONS OF CONTRACT**

### **2.1 DUTIES AND RESPONSIBILITIES OF THE CONTRACTOR**

- 2.4.1** It is the duty and responsibility of the Contractor to ensure that his/her staff:
- 2.4.1.1 Presents a presentable image/appearance in full uniform.
  - 2.4.1.2 At all times presents a dedicated approach to their duties.
  - 2.4.1.3 Shall not argue with visitors/staff/patients or be discourteous to them.
  - 2.4.1.4 Do not read office documents or rummage through office/kitchen waste/medical waste.
  - 2.4.1.5 No information concerning the institution's activities may be furnished to the public or news media by the Contractor or his/her employees without the express written permission of the Head of Department of Health.

### **2.2 FIRM PRICES AND ESCALATIONS**

- 2.2.1 This bid requires that all bid prices offered are firm for the duration of the contract. If a non-firm price is offered, the bidder shall be disqualified for not complying with the conditions of the bid.
- 2.2.2 The prices must be firm for the duration of the contract period, and no escalations will be permitted for this bid.

### **2.3 INVOICES AND PAYMENTS**

- 2.3.1 All invoices submitted by the Contractor must be Tax Invoices indicating quality of service rendered, the amount of tax charged and the total invoice amount.
- 2.3.2 A tax invoice shall be in the currency of the republic of South Africa and shall contain the following particulars:
- (a) The name, address and registration number of the supplier;
  - (b) The name and address of the recipient;
  - (c) An individual serialized number and the date upon which the tax invoice is issued
  - (d) A description of the services rendered; etc.
- 2.3.3 A contractor shall be paid by the institution concerned, in accordance with services rendered.
- 2.3.4 Any query concerning the non-payment of accounts must be directed to the institutional Supply Chain Department. The following protocol will apply if accounts are queried:
- (i) Contact must be made with the officer-in-charge of stores;
  - (ii) If there is no response from stores, the finance manager of the institution must be contacted

### **2.4 PERIOD OF CONTRACT**

- 2.4.1 The contract will be a 3 months non-renewable period.

## **SECTION L: OBJECTIVE EVALUATION CRITERIA:**

The Department will evaluate quotation received before the closing date and time using four (4) phases, these are peremptory requirements, should the bidder fail to comply, the bid will be regarded as non-responsive and be disqualified, namely:

**Phase 1:** Minimum Compulsory Requirements

**Phase 2:** Pre-qualification criteria for preferential procurement

**Phase 3:** Technical Evaluation/Functionality

**Phase 4:** Price and Preference Points System

**Phase 1: Minimum Compulsory Requirements**

NO.	REQUIREMENTS	COMPULSORY FOR PHASE 1	COMPULSORY FOR TENDER EVALUATION PURPOSES FOR PHASES 3 AND 4	FOR OFFICIAL USE ONLY		
				YES	NO	N/A
1. Prospective tenderers MUST ensure that the following Sections of the quotation document MUST be completed/adhered to, in ALL respects to qualify for the next stage of evaluation:						
1.1	Standard Quote Document	Yes	Yes			
1.2.	Official Price page	Yes	Yes			
1.3	Declaration of Interest SBD 4	Yes	Yes			
1.4	General Conditions of Contract (GCC)	Yes				
1.3	Preference Points Claimed (SBD 6.1.)	Yes	Yes			
1.6	Terms of Reference [TOR] OR (Specification)	Yes				
1.7	Objective Evaluation Criteria	Yes	Yes			
2. Prospective tenderers MUST provide the following as Mandatory Requirements: Main Contractor						
2.1	The Consortium/ Joint Venture/ Partnership agreement, if applicable. (Certified Copies).	Yes If Applicable	Yes (Phase 1) If Applicable			
2.2	A B-BBEE Status Level Verification Certificate/Sworn Affidavit (For EMEs& QSEs).	Yes	Yes			
2.3	Current letter of good standing for COIDA with valid reference number (to be verified online)	Yes	Yes			
2.4	Proof of Business Address (Preferably a Utility Bill, or alternatively, a Letter from the Ward Councillor) of the Main Contractor	Yes	Yes			

**Phase 2: Pre-qualification criteria for preferential procurement**

The Department has identified the following prequalification criteria in respect of this bid:

- |  |
|--|
| 1. A Tenderer having a stipulated Level 1 B-BBEE status level of contributor |
|--|

**Phase 3: Technical Evaluation / Functionality Criteria**

No.	EVALUATION CRITERIA	WEIGHTING	SCORING (FOR OFFICIAL USE)
<b>1.</b>	<b>COMPANY EXPERIENCE</b>	<b>20</b>	
1.1	<p>Years of experience in cutting grass or gardens and grounds services</p> <ul style="list-style-type: none"> <li>○ 3 Years or more : 20 Points</li> <li>○ Less than 3 years : 10 Points</li> <li>○ No proof of experience : 0 Points</li> </ul> <p><b>Returnables:</b></p> <ol style="list-style-type: none"> <li>1. Detailed company profile demonstrating proven experience.</li> <li>2. Attach letter, contract or service level agreement for at least two traceable trade</li> </ol> <p><b>References to support your experience</b></p>	20	
<b>2.</b>	<b>LOCALITY</b>	<b>40</b>	
2.1.	<p><b>PROOF OF LOCAL BUSINESS ADDRESS</b></p> <ul style="list-style-type: none"> <li>• Head Office in within the District : <b>40 points</b></li> <li>• Regional/Branch Office in Other KZN Districts: <b>20 Points</b></li> <li>• No proof of offices in KZN : <b>0 points</b></li> </ul> <p><b>Returnables:</b></p> <ol style="list-style-type: none"> <li>1. Utility Bill / Lease Agreement for the company with Business Address / Letter from the Municipality LED Unit</li> </ol>	40	
<b>3.</b>	<b>ROLL-OUT PLAN</b>	<b>10</b>	
	<p>Detailed roll-out plan on how to execute the contract</p> <ul style="list-style-type: none"> <li>• Project rollout activities: <b>10 Points</b></li> <li>• Project initiation activities: <b>5 Points</b></li> <li>• Key Milestones and other activities: <b>5 Points</b></li> </ul>		
<p><b>MINIMUM QUALIFYING SCORE</b>(A Bidder that fails to obtain the <b>70</b> minimum qualifying score for functionality as indicated in the bid document is not an acceptable tender and will not proceed to the next phase 4 for Price and Preference Points System)</p>			

**Phase 4: Price and Preference Points**

The following preference point systems are applicable to all bids:

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- Points for this bid shall be awarded for:

Price; and Status Level of Contributor.

The maximum points for this bid are allocated as follows:

CATEGORY	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTOR	20
<b>Total points for Price and must not exceed</b>	<b>100</b>

**STATUS LEVEL OF CONTRIBUTOR:**

In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder/tenderer for attaining the status level of contribution in accordance with the table below:

STATUS LEVEL OF CONTRIBUTOR	NUMBER OF POINTS (80/20 SYSTEM)
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

Failure on the part of a bidder/tenderer to submit proof of Status Level of Contributor together with the bid, this will be interpreted to mean that preference points for Status Level of Contributor is not being claimed, and zero (0) points will be allocated for B-BBEE.

The department reserves the right to require additional information to the bidder/tenderer, either before a quotation is awarded or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the department.

**SECTION M: PRICING SCHEDULE FOR BENEDICTINE HOSPITAL**

Name of bidder..... Closing Time 11:00	Bid number: ZNB Closing Date: .....
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OFFER TO BE VALID FOR **120** DAYS FROM THE CLOSING DATE OF BID.

DESCRIPTION: **MAINTENANCE AND CLEANING OF GARDENS AND GROUNDS**

Monday to Friday (Day shift) :07h00 to16h00 - Cost Per shift R.....

**NUMBER OF PERSONNELS REQUIRED= 20  
DURATION OF THE CONTRACT = 3 MONTHS**

1. Cost of Labour in respect of wages remuneration for staff:

**Total Cost of Labour per month** R.....per month

2. Overheads and other cost R-----per month

3. VAT  
R.....

**TOTAL BID PRICE FOR 1 and 2 INCL. VAT** R.....**PER MONTH**

.....  
(Signature of Bidder) Date

.....  
(Signature of Witness) Date

**NB: Total cost must include direct costs and indirect costs. Service providers to comply with bargaining council rates as prescribed by bargaining council. Failure to comply will result in your bid being disqualified.**

  
Signature:.....  
**MR S.L KHOZA**  
**ASSISTANT DIRECTOR: FACILITIES MANAGEMENT**

**Date: 2022/09/06**